

C O N T R A C T concerning the certification activity
Controller's Contract No. 1819/7/0018
based on the application No. OOP-2452/002/2018

Article 1

CONTRACT PARTIES

Client: O'Neill Wetsuits Ltd
Headquarter: Holmbush Industrial Estate, Midhurst, UK, GU29 9HX
Statutory representative: Peter Caldwell
Reg.No.: 03803234
VAT: GB744732327

Bank connection:
Bank account:



(hereinafter referred to as "Client")

Controller: Vojenský technický ústav, s.p.,
Registered: in the business register of the Municipal Court in Praha, section A,
enclosure 75859.
Headquarter: Praha 9 – Kbely, Mladoboleslavská 944, 197 06, Czech Republic
Reg.No.: 24272523
VAT: CZ24272523

Via: Vojenský technický ústav, s.p., odštěpný závod VTÚPV
Headquarter: Víta Nejedlého 691, Dědice, 682 01 Vyškov, Czech Republic
Statutory representative: Bohumír Myslín, Branch Director
Represented by:

Bank connection:
Bank account:



(hereinafter referred to as "Controller")

have agreed, according to the § 2652 and consequential of the Law No. 89/2012 Col., Commercial code as subsequently amended this contract concerning the certification activity (hereinafter referred to as "Contract").

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Article 2

SUBJECT, TERMS OF QUALITY AND PLACE OF EU TYPE EXAMINATION

2.1 Object of the EU Type examination is the following product:

2.2 Concerning the object of EU type examination, Controller will make the EU Type examination according to the Regulation (EU) 2016/425 of the European Parliament and of the Council on personal protective equipment.

2.3 The conditions for the testing are given by the technical documents:

During the EU type examination, there will be checked the fulfilment of appropriate basic health and safety requirements according to the Regulation (EU) 2016/425 of the European Parliament and of the Council and the certification body will utilise the test results made by the accredited testing laboratory of the Vojenský technický ústav, s.p.

2.4 The place of the testing and EU Type examination is Vojenský technický ústav, s.p. – Notified body No. 2452, o.z. VTÚPV (hereinafter referred to as “NB 2452”).

Article 3

TERMS OF DELIVERY

3.1 The Controller pledges to do the EU Type examination **from 01. 05. 2018 to 31. 07. 2018.**

3.2 Method and place of the tested subject delivery and handing over to the EU Type examination:

- samples will be sent to the Controller by mail-order service before the starting of the EU Type examination.

3.3 The test results will be elaborated by Controller and delivered to the Client as follows:

- final report concerning the EU Type examination elaborated in one copy in English,
- EU Type examination certificate elaborated in one copy in English.

The test results will be sent to the Client via mail after the complete payment of the price according to the Art. 4 (1) of this contract.

3.4 In case that the object of the EU type examination will not comply with some of the basic requirements of the Regulation (EU) 2016/425 of the European Parliament and of the Council, relating to the object of the EU type examination, it will be stated in the final report concerning the EU type examination and the Client will be informed immediately. In such case, the EU type examination certificate will not be issued.

3.5 Method and place of the tested subject delivery and handing over after the EU Type examination:

- samples will be sent to the Client after the finishing of the EU Type examination, one sample will be stored at the NB 2452.

Article 4
PRICE AND TERMS OF PAYMENT

4.1 The contracting parties have agreed the price of:

2 000,- EUR
in words: two thousand euro

4.2 The contracting parties have agreed the following method of payment:

- the Controller will issue the invoice/tax document for the contracted price within 5 days after the finishing of the EU Type Certification process;
- the EU Type examination will be started after the signature of this contract by both contract parties;
- the results of EU Type examination will be sent to the Client after the payment of the invoice/tax document.

4.3 The due date of the tax document is within 14 calendar days after delivery of the tax document to the Client.

Article 5
ECONOMIC SANCTIONS

5.1 The penalty for delay with the fulfilling the subject of contract amounts [REDACTED] from the agreed price for each day of delay.

5.2 The penalty for delay with payment the invoice amount [REDACTED] from the invoiced amount for each day of delay.

Article 6
MODIFICATIONS AND DISCHARGE OF CONTRACT

6.1 The contract could be modified only by written annex agreed by both contract parties.

6.2 The contract determines by its regular and timely accomplishment or by agreement of both contract parties.

Article 7
OTHER ARRANGEMENTS

7.1 The Controller pledges:

- to keep the contracted EU Type examination terms so that it is not possible the delay in fulfilling the contract,
- to maintain the confidentiality concerning the information, obtained with respect to the object of EU Type examination during the contract fulfilling.

7.2 If some disputable or not solved items occur during fulfilment of this contract, they will be solved by a written annex to this contract.

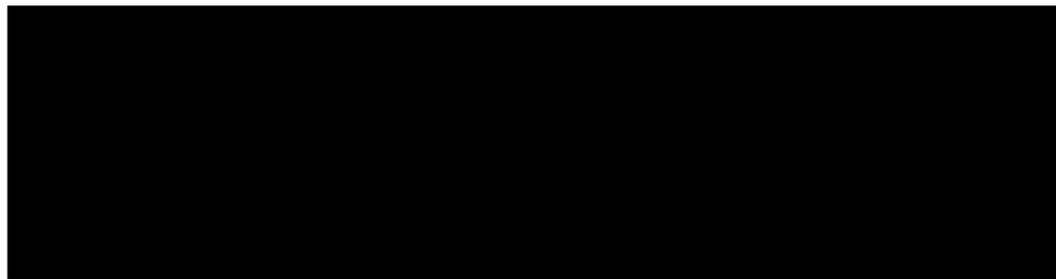
7.3 The co-operation of the contract parties guarantee the persons authorised to negotiate and mentioned in the Art. 7 (5) of this contract. On the meetings, they could be substituted only by their superiors or written authorised persons. If the person authorised to negotiate or the authorised person is not statutory body or representative of the contract party at the same time, he has no right to make decisions, accept and sign the changes concerning the terms and allowance in kind of the contract, concerning the price or to sign the annexes to the contract. This right has only the statutory body or representative of the contract party.

7.4 The Client is aware of the Controller's obligation to publish the text of contract in line with the Czech Law No. 340/2015 Col., concerning the special condition of electivity of some contracts (Contracts Register Law), as the body mentioned in the provisions of § 2, 1),. k) of the Contracts Register Law.

7.5 Persons authorised to negotiate:

For the Client:

For the Controller:



Article 8 FINAL PROVISIONS

8.1 This contract takes effect on the day of signing by both contract parties and takes effect after its publication in the Contracts Register (smlouvy.gov.cz).

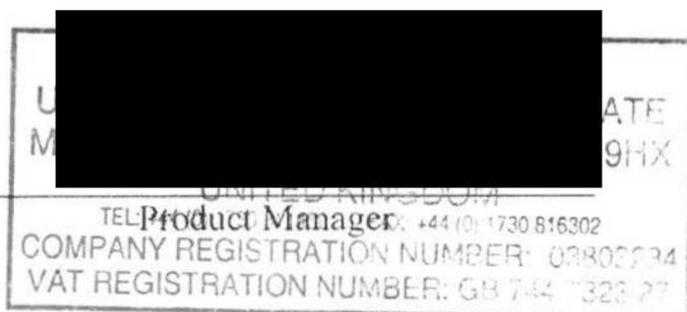
8.2 The term for expressing the comments to the contract draft (annexes) is agreed as 10 days since the day of the draft delivery.

8.3 This contract is made in two copies; each of them has the validity of original. Each contract party receives one copy.

8.4 This contract and the legal relationships between the Client and Controller that are not regulated by this contract are governed by the law of the Czech Republic, especially by the Law No. 89/2012 Col., Commercial code, as subsequently amended (decisive law) and the general tribunals of the Czech Republic are competent for resolution of disputes between the contractual parties, inclusive the disputes concerning the validity of this contract.

For the Client:

In Midhurst on: 17/4/18
Stamp



For the Controller:

In Vyškov on: 16.4.2018
Stamp



Handwritten mark or signature.